

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
GULFPORT - 6 DIVISIONAL OFFICE

IN RE:)	CHAPTER 7
)	
RENITA CAROL LEWIS-HARGROVE,)	CASE NO. 25-50261-KMS
DEBTOR,)	
<i>FKA RENITA LEWIS</i>)	
)	
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FREEDOM MORTGAGE CORPORATION)	MOVANT
)	
VS.)	
)	
RENITA CAROL LEWIS-HARGROVE,)	RESPONDENT
DEBTOR,)	
<i>FKA RENITA LEWIS</i>)	
)	
)	

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY
AND TO ABANDON PROPERTY**

COMES NOW Freedom Mortgage Corporation (“Movant”), by counsel, and shows this Court the following:

1. This is a Motion under Section 362(d) of the Bankruptcy Code for relief from the automatic stay for all purposes allowed by law and the contract between the parties, including, but not limited to, the right to foreclose on certain real property described herein.
2. Movant is the servicer of a loan secured by certain real property in which Debtor has an interest. Said real property is security for a promissory note, and is commonly known as ***103 Ron Lawson Dr, Waynesboro, Mississippi 39367*** (the “Property”). A true, correct and redacted copy of the Deed of Trust is attached hereto as ***Exhibit A*** and it is incorporated herein by reference. A true, correct and redacted copy of Debtor's Promissory Note is attached and

fully incorporated herein as ***Exhibit B***. A copy of the Assignment of Deed of Trust is attached as ***Exhibit C***. The Property herein is located in Wayne County, Mississippi, and is described as follows:

PARCEL 1:

A parcel of land situated in Timber Ridge and being located in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 6, Township 8 North, Range 6 West, Wayne County, Mississippi, sometimes referred to as Lot #11 Timber Ridge, and more particularly described as follows, to-wit:

A parcel of land described as commencing at the Southeast corner of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 6, Township 8 North, Range 6 West, Wayne County, Mississippi; thence run West for 314.48 feet; thence run North 640.00 feet to the point of beginning; thence run North 67 degrees 36 minutes 53 seconds East for 271.86 feet; thence South 42 degrees 00 minutes 00 seconds East for 126.71 feet; thence run West for 35.00 feet; thence South 31 degrees 40 minutes 12 seconds West for 112.55 feet; thence South 47 degrees 53 minutes 12 seconds West for 164.27 feet; thence run North 64 degrees 37 minutes 24 seconds West for 10.00; thence North 64 degrees 55 minutes 14 seconds West for 10.06 feet; thence North 28 degrees 32 minutes 35 seconds West for 212.25 feet to the point of beginning, containing 0.9276 acre, more or less.

PARCEL 2:

A parcel of land situated in Timber Ridge and being located in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) and the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 6, Township 8 North, Range 6 West, Wayne County, Mississippi, (sometimes referred to as Lot # 31 Timber Ridge), and more particularly described as follows, to-wit:

A parcel of land described as commencing at the Southeast corner of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 6, Township 8 North, Range 6 West, Wayne County, Mississippi; thence run West for 314.48 feet; thence run North 640.00 feet to the point of beginning; thence run counter clockwise along the right-of-way of the cul-de-sac with a radius of 50.00 feet and a central angle of 120 degrees 20 minutes 20 seconds for a chord distance of 86.75 feet and an arc distance of 105.02 feet; thence North 04 degrees 51 minutes 38 seconds East for 103.31 feet; thence North 78 degrees 17 minutes 06 seconds East for 278.00 feet; thence North 45 degrees 52 minutes 42 seconds East for 81.90 feet; thence South 38 degrees 08 minutes 03 seconds East for 212.90 feet; thence South 40 degrees 00 minutes 00 seconds West for 150.00 feet; thence North 42 degrees 00 minutes 00 seconds West for 126.71 feet; thence South 67 degrees 36 minutes 53 seconds West for 271.86 feet to the point of beginning, containing 1.6767 acres, more or less.

INDEXING INSTRUCTIONS: SE $\frac{1}{4}$ of SW $\frac{1}{4}$ & SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 6, Township 8 North, Range 6 West, Wayne County, Mississippi.

The foregoing description is attached to and made a part of that certain Deed of Trust executed by Renita Lewis - Hargrove, dated May 20, 2022, as security for an indebtedness to Open Mortgage, LLC, 14101 West Highway 290, Building 1300, Austin, TX 78737, in the amount of \$531,336.00.

3. Debtor's Statement of Intention provides for the surrender of the Real Property.

In addition, Debtor is in default of the monthly installments pursuant to the Note and Deed of

Trust. As of May 12, 2025, Debtor is delinquent for two (2) payments of \$3,155.67 each (March 1, 2025 – April 1, 2025) and one (1) payment of \$3,170.56 (May 1, 2025), for a total default of \$9,481.90, pursuant to the Note.

4. As of May 12, 2025, the unpaid principal balance is \$506,471.06, and interest is due thereon in accordance with the Note. The current amount of unpaid interest on Movant's loan as of May 12, 2025 is \$7,764.73.

5. Because of Debtor's default and inability to make all required payments in the amounts and at the times they are required to be made, Movant is not adequately protected and shows that there is cause for relief from the automatic stay.

6. Debtor's ***Schedule A/B*** values the property at \$508,600.00. Upon information and belief, Movant is not aware of any other liens against the Property. Based upon Debtor's statement of value and unpaid principal balance due, Movant would show that Debtor has little or no equity in the Property, and it is of inconsequential value, if any, and is burdensome to Debtor's estate.

7. Upon information and belief, since the filing of the petition herein, Debtor has remained in possession of and continues to use the Property. If Movant is not permitted to exercise its right to foreclose upon its security, it will suffer irreparable injury, loss and damage.

8. Movant requests it be permitted to contact Debtor via telephone or written correspondence regarding potential loss mitigation options pursuant to applicable non-bankruptcy law, including loan modifications, deeds in lieu of foreclosure, short sales and/or any other potential loan workouts or loss mitigation agreements.

9. Important Notice: Freedom Mortgage Corporation ("Freedom") is firmly committed to helping its borrowers who are experiencing a hardship. Depending on the

circumstances of your case, Freedom may be amenable to consensual resolution of this matter, with Court approval. If you (or, if applicable, any co-debtors) have experienced a hardship, please contact us (or have your counsel contact us, if you are represented) promptly to discuss possible options.

WHEREFORE, Movant prays as follows:

- (1) for an Order modifying the automatic stay, authorizing Movant, its successors and assigns, to proceed with the exercise of its private power of sale and to foreclose under its Deed of Trust and appropriate state statutes;
- (2) Because the Deed of Trust so provides, Debtor is responsible for Movant's reasonable attorney's fees;
- (3) that Movant, at its option, be permitted to contact Debtor via telephone or written correspondence regarding potential loss mitigation options pursuant to applicable non-bankruptcy law, including loan modifications, deeds in lieu of foreclosure, short sales and/or any other potential loan workouts or loss mitigation agreements;
- (4) for waiver of Bankruptcy Rule 4001 (a)(4); and
- (5) for such other and further relief, both general and specific, as is just and equitable.

Respectfully submitted, /s.

FREEDOM MORTGAGE CORPORATION

BY: /s/ Karen A. Maxcy

Karen A. Maxcy
Mississippi Bar No. 8869
McCalla Raymer Leibert Pierce, LLP
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Roswell, GA 30076
Direct Phone 770-643-7200
Email: Karen.Maxcy@mccalla.com
Attorney for Movant

CERTIFICATE OF SERVICE

I, Karen A. Maxcy, of McCalla Raymer Leibert Pierce, LLP, do hereby certify that on this date, I served a copy of MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND TO ABANDON PROPERTY filed in this bankruptcy matter on the following parties at the addresses shown, through the Court's ECF/CMF system, and/or via U.S. Mail First Class, postage prepaid and properly addressed, to-wit:

Debtor

Renita Carol Lewis-Hargrove
3816 Queen Ann Loop Apt. # 102
Fayetteville, NC 28306

Debtor's Attorney

(via ECF/CMF Electronic Notice)

Thomas Carl Rollins, Jr
The Rollins Law Firm, PLLC
PO BOX 13767
Jackson, MS 39236

Chapter 7 Trustee

(via ECF/CMF Electronic Notice)

Derek A Henderson T1
1765-A Lelia Drive
Suite 103
Jackson, MS 39216

U.S. Trustee

(via ECF/CMF Electronic Notice)

United States Trustee
501 East Court Street
Suite 6-430
Jackson, MS 39201

CERTIFIED, 06/10/2025.

/s/ Karen A. Maxcy
Karen A. Maxcy